

GREENLEE CONSTRUCTION, INC
PO BOX 146
ALPHARETTA, GA. 30009
678 513 1053 Phone/fax
Cell 678 386 5962

May 5th, 2005

Executive Office of the President
Office of Management and Budget
Washington, DC 20503

Re: Acquisition Advisory Panel

Dear Sirs:

Please attach this cover letter with the other documents that we have supplied for the attention of the Advisory Panel.

We realize that the Advisory Panel can not help Greenlee Construction, Inc. in any administrative actions with agencies. However, the purpose of our contacting this agency is to document how the procurement rules actually are administered by the GSA, SBA, and other agencies of the Federal Government.

The Minority set aside programs are unregulated with very little oversight to ensure that the programs are administered fairly as documented in our protests.

The SBA system is set up to give excessive amounts of contracts to minorities and to large companies that say that they are small business.

The SBA minority set aside programs demonstrate prejudice against the white race because every ethnic minority with the exception of the white race get preferential benefits in contracting with the Federal Government. There is only supposed to be a percentage of jobs that are set aside as minority contracts, however contracting officers exceed the percentages because it is easy to do and there are no checks and balances to ensure honest procurements.

We sincerely hope that the rules are changed that would give contractor whistle-blowers protection under the law, because at present, there are no protections that exist. Also, there needs to be changes made so that contracting officers can be sued in civil proceedings when they retaliate against whistle blowers.

We appreciate any consideration that we are given by considering the information that we have presented. If any further documentation is required to substantiate the allegations that we have made, please do not hesitate to contact us.

Sincerely,



Gary Greenlee, President



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

OFFICE OF FEDERAL
PROCUREMENT POLICY

JAN 18 2005

Mr. Gary Greenlee
President
Greenlee Construction, Inc.
P.O. Box 146
Alpharetta, GA 30009

Dear Mr. Greenlee:

Thank you for your November 8, 2004 letter regarding Greenlee Construction's complaint against the Small Business Administration and General Services Administration. Per your request, we will forward the letter to the Acquisition Advisory Panel when it convenes February 9, 2005. With regard to your request for our assistance on your complaint, this office is prohibited by law from becoming involved with specific agency actions in the award and administration of contracts.

Sincerely,

Signed

Robert A. Burton
Associate Administrator

cc:
OFPP:File/Chron
Mr. Burton
Mr. Kaufman

OFPP:SKaufman:mbdc 1/14/05
FILE: sara.greenlee.doc

GREENLEE CONSTRUCTION, INC
PO BOX 146
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Cell 678 386 5962

11-08-04

Mr. Robert Burton
Office of Management and Budget
725 17th Street, NW
Washington, DC 20503

Dear Sir:

Enclosed is a copy of the complaint that we have filed with the Integrity Committee.

The last letter that we sent to your office pertained to the GSA OIG not going to look at any of our claims because the GSA management was being 'responsive' to our complaints.


We hope that the events and the complaints demonstrate that the Federal Procurement system is a total disaster in regard to procurement integrity. The fact that the GSA IG failed to investigate our claims shows that small contractors like Greenlee can be abused by the GSA and SBA. When we have the guts to protest and effectively kill our career with the GSA and SBA and then the IG's refuse to look into our allegations, we believe that this speaks volumes about how bad the system is. The GSA IG wants the same GSA management that we have alleged procure contracts improperly to resolve our issues.

We believe that there is a strong need to get rules or laws that protect whistle blowers like us. Also, there needs to be laws that allow Contractors to sue GSA and government officials personally when it is demonstrated that the officials go outside the scope of their duty to harm the livelihood and reputation of people who protest in the system.

We state again that the GSA and SBA procurement is corrupt from the ground up for the reasons that we have outlined. The GSA "Get it Right" program is nothing but smoke and mirrors and is designed to mislead lawmakers away from the fact that there needs to be substantial change by law to the procurement system nation wide in all agencies to insure procurement integrity.

We specifically request that this letter and attachments be given to the 13 member committee that is reviewing procurement laws. Likewise, we specifically request any assistance you can give us in regard to retaliation that we are now experiencing.

Sincerely,



Gary Greenlee, President

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11-04-04

Integrity Committee
935 Pennsylvania Ave NW
Room 3117
Washington, DC 20535-0001

RE: Government procurement fraud and the Office of Inspectors General of the General Services Administration (GSA) and the Small Business Administration (SBA) failure to take appropriate actions on Greenlee Construction, Inc.'s complaints and to prosecute corrupt contracting officers and others.

Dear Sirs:

This complaint and all attachments are specifically intended for the Integrity Committee and any other entity that expresses an interest in these matters.

Greenlee Construction, Inc. (Greenlee) has made serious allegations against the GSA and the SBA. All of the allegations that we have advanced are attached.

In a letter from the GSA IG dated October 5, 2004, Mr. Henderson stated that the IG office "does not need to be involved in the resolution of your issues". He also stated that "It appears that GSA's management is being responsive to your complaints". He also stated that "you are availing yourself of the right to protest GSA's procurement actions".

It does not "appear" that the GSA management is being responsive to Greenlee in any positive manner. Greenlee has alleged that the GSA management in Atlanta and other locations have gone out of their way to retaliate against Greenlee for whistle blowing and for the fact that we were required to testify against some GSA officials. This is evidenced by the attached GAO Decision that demonstrates beyond a doubt the "responsive" actions that the GSA management has taken. GSA officials attempted to defraud Greenlee of this contract and thanks to the GAO they were not successful --so far. Also, the GSA management has not been responsive to procurement fraud in the past 10 years and they won't be now. Especially when we allege that the management is involved in the sole sourcing and other procurement fraud themselves. This is the same management that the GSA IG has said will be responsive to our complaints.

In our original GSA IG complaint, we named specific persons that we believe sole source and do not put procurements out for bid. Instead, they give the procurements to family, friends, or buddies. One thing that GSA personnel do not like is to have a light to shine on what they do. They particularly do not like to be specifically mentioned by name.

A new allegation that we are presenting at this time is that the GSA has instructed the Field Offices in the Region 4 of GSA and possibly further to make sure that Greenlee does not get any contracts. In the Ashville, NC office of the GSA, Ken Hinesly (contracting officer) told Dallas Monday of B&D Construction that he had heard about Greenlee through the GSA "grapevine". Bill Metcalf, field office manager, and others probably heard what exactly the "grapevine" message was as well. We specifically request that this allegation be investigated to see if it is accurate. Likewise in Knoxville, TN, Mr. Monday was asked to bid a contract in the \$10,000.00 range. Mr. Monday of B&D Construction asked Jonathan Sitzler, contracting officer Knoxville, if GSA was going to publicize this contract for bid. Mr. Sitzler replied no because we (GSA) can get around that. This is one of the problems that we have highlighted in our complaint of sole sourcing and only allowing certain people to bid contracts.

Greenlee specifically asked the SBA and the GSA IG offices to protect Greenlee Construction, Inc and president, Gary Greenlee, from retaliation. However, the GSA IG stated that he does not need to be involved in that issue or the other issues that Greenlee presented in good faith. The SBA IG has not contacted Greenlee in any manner and we have to infer that they are not going to help either.

Since the GSA IG office has declined to investigate any of our allegations, and we have not heard from the SBA, Greenlee specifically requests that these allegations be investigated by an entity not related to the GSA or the SBA.

The summation of our allegations are as follows:

1. The GSA Region 4 Atlanta is the "poster child" of procurement fraud in nation wide GSA.
2. The GSA and SBA sole sources in lease spaces nation wide and defrauds their tenants and taxpayers by not properly putting jobs out for bid.
3. The GSA nation wide does not post procurements and awards as is required. They do this to maintain secrecy so they can do whatever they want to defraud the taxpayer.
4. The GSA and the SBA, by inaction as far as we know, have been negligent in their duty to protect Greenlee Construction, Inc. and president Gary Greenlee from retaliation for our whistle blowing activities even though we specifically asked both agencies for protection.
5. The Office of General Council of GSA and SBA are negligent in their duties as the Chief Ethics officers. GSA and SBA employees can violate all ethics and procurement rules and still get to retire or just be transferred.
6. The office of the Chief Financial Officer of the GSA and the SBA are negligent in their duties as the auditors never seem to find anything wrong with the procurements and field offices that are audited.
7. The GSA and SBA do not prosecute their employees that use procurement fraud for personal gain. We allege the reason for this is that the GSA and SBA Office of Inspectors General are a part of their respective agencies. For this reason and for political reasons, the OIG's do not prosecute because of the embarrassment that would be caused to the management of their respective agencies. For example, in the FTS scandal, 29 employees received administrative actions instead of being prosecuted for using procurement fraud for personal gain. We allege that if this scandal is investigated by an outside agency, many more GSA personnel will be found to have been involved to include higher ranking GSA and SBA management. If Greenlee Construction, Inc. had defrauded the taxpayer like the GSA and SBA contracting officers and management, we certainly would be looking at prison time.
8. The SBA racially profiles against white Americans. Any race except white gets preferential treatment in procurements.

The rest of this letter pertains to scandals that you are probably aware of. Greenlee did not know about the Federal Technology Service (FTS) scandal until after we filed our complaints. Basically the same thing happens in the Atlanta field office and all field offices nationwide. We mentioned the information to illustrate that the GSA and the SBA are corrupt nationwide in their procurement activities.

The GSA and the SBA with collusion defrauded the taxpayer through the 8A and other set aside

programs. This is not an allegation as the GSA IG documented the massive fraud in their recent report to Congress.

The GSA IG is conducting continuing investigations into all regions concerning the FTS scandals and we include these future actions in our protest to include 'why is no dishonest contracting officer prosecuted?'

Greenlee wrote a letter to the GSA Office of the General Council and inquired as to what it would take to get fired or prosecuted in the GSA. However, they did not respond to our inquiry.

Some of the points that we raise concerning the SBA and GSA fraud have been investigated by the GSA IG. One question that we would like the Ethics Committee to consider is --Why does the Administrator of GSA, the GSA IG, the SBA organization, or any other entity fail to prosecute corrupt government officials that do procurement fraud? Instead, they retire them or transfer them.

The GSA IG documented that 29 employees were going to receive "administrative actions" for their part in massive rip-offs of the taxpayer. The employees in question received "bonus" money for completing "sales" in the FTS. To get this bonus money, the contracting officers set up "front" 8a minority firms that they knew would not do any work on the project. They sole sourced, they used split procurements, and they used the SBA system to "launder" money from one account to another. All these actions were signed off on by the SBA and contracting officers and managers are guilty in defrauding the tax payer as well. These contracting officers broke all procurement regulations for personal gain.

Greenlee alleges that there are more than 29 employees that knew or should have known about this massive fraud. It's not like you look in your bank account and you have \$400 Million extra dollars in your account and no one noticed.

We read on an internet site that the contracting officers that committed these extreme frauds were being transferred to other offices of GSA so that they could be "watched". What the GSA and SBA needs to do is prosecute these individuals and get them 15 years in a federal jail and then the justice system can "watch" them.

Greenlee has been involved in government contracting for about 15 years. The allegations that we have made are accurate. The GSA and SBA procurement systems are corrupt from the bottom up. We have seen it in every field office that we have worked in. Practically, the main way to get work from the GSA is to be a relative, a friend or a good old buddy. They rarely post jobs or advertise jobs so that anyone can bid on them. They just let their buddies have the jobs.

The GSA Administrator's plan of "Get it Right" is nothing more than "smoke and mirrors". As we understand the plan, the main objective is to educate contracting officers on proper procurement procedures. The contracting officers already know the rules of procurement. They choose to ignore the rules so they can get personal gain. They know that if they are caught, the only thing that will happen is that they will get to retire or they will be transferred. Since in the GSA and the SBA, any fraud seems to be okay, the contracting officers and employees have the incentive to steal all that they can.

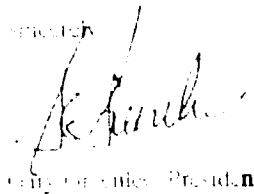
The GSA IG and the SBA IG office have done Greenlee Construction, Inc. and the taxpayer a disservice by not investigating and actively pursuing our complaints and we object in the strongest terms that they are not doing their duty. Likewise, they have failed to protect Gary Greenlee, President as a whistle blower.

We specifically request that your agency protect Greenlee Construction, Inc. and President Gary Greenlee from retaliation from any source because of our whistle blowing.

Please be advised that this cover letter is only a small portion of our complaint. The other issues are attached.

Thanks for you consideration.

Signature

A handwritten signature in cursive script, appearing to read "Kelly G. Smith".

Kelly G. Smith, President



United States Government Accountability Office
Washington, DC 20548

Comptroller General
of the United States

Decision

Matter of: Greenlee Construction, Inc.

File: B-294338

Date: October 26, 2004

Gary Greenlee for the protester.
Sandra Balmer, Esq., General Services Administration, for the agency.
Paul N. Wengert, Esq., and Michael R. Golden, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Protest is sustained where agency had no basis to cancel solicitation because, notwithstanding the agency's claim that cancellation was justified because the solicitation allegedly indicated two different methodologies by which to determine the lowest-priced offer entitled to award, the agency was unable to articulate an example or methodology that would, while remaining consistent with the solicitation, establish that the protester's price was not the lowest price received.

DECISION

Greenlee Construction, Inc., a small business, protests the award of a contract to another offeror by the General Services Administration (GSA) under solicitation for offers (SFO) No. GS-04P-04-RBD-0015. Prior to filing the agency report, GSA announced that it intended to take corrective action by terminating the awarded contract and soliciting new offers. Greenlee then amended its protest to object to the cancellation, asserting that the agency lacked a basis to cancel the solicitation and arguing that it was entitled to the award because it had submitted the lowest-priced acceptable offer.

We sustain the protest.

The solicitation, issued on October 28, 2003 as a total small business set-aside, sought "bids" for two main elements: "partition" and "asbestos" within the Atlanta

South Property Management Center.¹ Partition (or "partitioning") involves various tasks for a range of construction disciplines, while "asbestos" (or "asbestos removal") involves removal and abatement of asbestos. Contracting Officer's (CO) Statement at 1. The solicitation anticipated the award of an indefinite-delivery, indefinite-quantity contract for a base year, followed by 2 option years. SFO at 189.

The SFO contained 1,757 line items, each indicating the quantity and unit cost estimate for performing a particular piece of work. SFO amend. 5. Rather than inviting firms to propose prices for the work, the SFO directed interested firms to submit a bid in the form of percentage discounts from (or increases to) the estimated prices in the SFO. Firms were cautioned not to offer separate specialized discounts for any discrete line items; rather, a bid was required to consist of separate percentages for four categories of work: partition work performed during regular working hours,² partition work performed outside working hours, asbestos work performed during regular working hours, and asbestos work performed outside working hours. SFO at 5. Thus, each responsive bid would provide only four separate percentage figures for each of the 3 years—a total of 12 figures.

The SFO also indicated that, for purposes of price evaluation, 75 percent of the work would be assumed to be partition work and 25 percent would be asbestos work. CO Statement at 1; SFO at 187. For the purpose of evaluating prices, the SFO stated that 80 percent of the partition work would be assumed to be performed during regular working hours and 20 percent of the work outside of regular working hours. Of the asbestos work, the evaluation was to be based on 75 percent of the work being

¹ As will be seen throughout this decision, the solicitation uses the terms "bidder" and "bid"—terms usually associated with sealed bidding—interchangeably with "offeror" and "offer," terms that are frequently used in connection with a negotiated acquisition. In block 2 (type of solicitation) of Standard Form 1442, the selection for "Negotiated (RFP)" has an "X." SFO at 3. GSA apparently uses SFOs for both negotiated procurements, *see, e.g., Arsenault Acquisition Corp.; East Mulberry, LLC*, B-276959, B-276959.2, Aug. 12, 1997, 97-2 CPD ¶ 74 at 1, and sealed bidding procurements, *see, e.g., Capitol Contractors, Inc.; Baker Roofing Co.*, B-248944, B-248944.2, Oct. 22, 1992, 92-2 CPD ¶ 267 at 3. *See* 48 C.F.R. § 570.102 (2004) ("Solicitation for Offers (SFO) means invitation for bids in sealed bidding or request for proposals in negotiations.") This decision necessarily reflects the seemingly contradictory language of the solicitation because it is unclear, from the record produced here, what procedures the agency intended to follow for this acquisition.

² Regular working hours were defined as the period from 8:00 a.m. to 5:00 p.m. SFO at 186.

performed during regular working hours and 25 percent of the work being performed outside regular working hours.³ SFO at 186-88.

The SFO stated that “award will be made to the responsive, responsible offeror submitting the lowest total evaluated bid price.” SFO at 187. The SFO described a formula for evaluating the bids and provided an example of the application of the formula. According to the formula, for each category of work, GSA would multiply the proportion of the work (partition vs. asbestos) by the distribution of the work (regular working hours vs. outside working hours) by the sum of the percentages bid for each of the 3 years.⁴ SFO at 187-88.

A corresponding calculation would be performed for each of the three other categories of work (partition work outside working hours; asbestos work during working hours; and asbestos work outside working hours). The resulting four percentages would be added together to arrive at a total percentage.⁵

GSA applied the formula to each of the three bids received. As evaluated in accordance with the formula, the protester bid the largest discount. In each year, the protester bid “NET” (i.e., accepting the government estimate without discount or markup) on partition work, but on asbestos work, it bid a 45 percent discount during working hours, and a 30 percent discount outside of working hours. The awardee’s bid ranged from 1 percent to 6 percent discounts in the base year, and escalated its bid in the option years, to a range from a 2 percent discount to a 3 percent markup in

³ The SFO specified for both partition and asbestos work that 80 percent of the work would be performed during regular working hours and 20 percent of the work would be performed outside regular working hours. SFO at 186. For partition work, the agency has followed this 80/20 split. However, the agency has consistently used a split of 75 percent regular working hours and 25 percent outside working hours for asbestos work—including in the evaluation example in the SFO. SFO at 188. While we note the discrepancy, it does not change the outcome of the decision, and neither party has raised it as an issue.

⁴ It appears that the evaluation of the discounts offered in the 3 separate years should not be the sum of those discounts, but rather their average (assuming the work is spread evenly across the 3 years). Otherwise, under the formula, a firm that proposes a discount of 33.3 percent in each year would be treated, unreasonably, as if it had proposed a 100 percent discount. The agency’s price analysis corrects this flaw in the formula by calculating the price for each contract year separately.

⁵ According to the protester, GSA has used this formula for at least a decade, and the protester has produced abstracts appearing to confirm prior use of the formula in past solicitations. Letter from Protester to GAO (Aug. 20, 2004), exhs. K, L, M; Letter from Protester to GAO (Sept. 27, 2004), encl. (abstract of offers form dated July 19, 1994).

the second option year. For reasons that are not clearly documented in the record, although Greenlee bid the largest discounts, the agency nevertheless made award to Adams-Brown Service, Inc. GSA's letter announcing the award simply identified the awardee's base year percentage discounts, but did not otherwise explain why the protester did not receive the award, given its greater discounts. Protest, exh. E, Letter from Contracting Officer to Protester (July 13, 2004).

The protester filed a protest with our Office on July 19, objecting to the award as contrary to the SFO. Protest at 1. On August 11, prior to the due date for an agency report, GSA requested dismissal of the protest on the grounds that GSA had "decided to take corrective action in this matter" and would "terminate the contract for convenience and re-solicit offers." Letter from Agency Counsel to GAO (Aug. 11, 2004). The protester subsequently objected to the corrective action, arguing that GSA was denying the protester a contract as retribution for what the protester claims was its president's assistance in a federal criminal prosecution against GSA contracting officials allegedly indicted for corruption. The protester maintained that award could—and should—be made to it, as the bidder submitting the lowest price, i.e., the greatest discount. Letter from Protester to GAO (Aug. 12, 2004).

On August 19, the agency responded by explaining that the SFO contained references to the award being made both on the basis of "percentage" and on the basis of "price." The agency argued that while the protester's bid was lowest on the basis of percentages, "the Awardee was far lower than the Protester when prices were calculated." According to the agency, "The Government's savings [by making award to Adams-Brown] using price [to analyze bids] was more than \$120,000,000." Letter from Agency Counsel to GAO (Aug. 19, 2004). We requested that GSA provide a report on these issues.

On September 15, the agency submitted a report to our Office. The agency report provided only two exhibits, a copy of the SFO and an undated price analysis.⁶ According to the contracting officer's statement, prior to award, the agency determined that the SFO references to "price" meant that the agency should analyze bids by looking at the effect of discounts on a sample line item. CO Statement at 2-3. The agency selected a single line item (valued at \$8.63) from the partition work and applied the protester's and the awardee's base-year regular working hours percentages. Id. In the base year, since the protester had proposed to discount only the asbestos work, while the awardee had proposed to discount both the partition and the asbestos work, GSA concluded that, if award were made to Greenlee, the agency "would be paying higher prices for partition—a significant majority of the work—once prices were calculated." Id.

⁶ This document may have been prepared after the protest was filed because, although the agency reports that it received three bids, the document contains analysis of only the awardee's and the protester's bids.

To demonstrate the validity of its conclusion to our Office, the agency prepared a further price analysis. In its price analysis, the agency applied an estimated annual ordering level of slightly more than one billion dollars⁷ and calculated the price to be paid to the awardee and the protester. That analysis appeared to show that the awardee's bid would result in savings to the government of \$104,661,233.61 over the 3-year maximum term of the contract. However, when our Office reviewed the agency's data, we discovered that GSA's spreadsheet assumed that 99.9804 percent of the cost would be for partition work and only 0.0196 percent for asbestos work (rather than 75 percent and 25 percent, respectively, as specified in the SFO). Agency Report, exh. 2, Breakdown of Price Evaluation, at 3. We then requested that the agency provide a new spreadsheet, redistributing the estimated annual workload on the basis specified in the SFO (75 percent to partition and 25 percent to asbestos).⁸ The agency's corrected spreadsheet shows that the agency would pay \$225,729,148.69 more under the awardee's bid than the protester's.⁹ Agency's Revised Calculation at 4.

In a negotiated acquisition, agencies have broad discretion in deciding whether to cancel a solicitation; they need only advance a reasonable basis for the cancellation.¹⁰ Sunshine Kids Serv. Supply Co., B-292141, June 2, 2003, 2003 CPD ¶ 119 at 2; Encore Mgmt., Inc., B-278903.2, Feb. 12, 1999, 99-1 CPD ¶ 33 at 3. Where it has an adequate basis, an agency properly may cancel a solicitation no matter when the information supporting the cancellation first surfaces or should have been known. Pike Creek Computer Co., B-290329, June 21, 2002, 2002 CPD ¶ 106 at 2.

⁷ As the protester has pointed out, the agency provides no support in the record for this figure. Letter from Protester to GAO (Aug. 20, 2004). The protester also points out that the SFO stated, "Government Cost Range: \$50,000 to \$1,000,000." SFO at 3.

⁸ There is no indication that the 75/25 distribution stated in the SFO does not reflect expected usage. We note that, even at a split of 90/10, the protester's offer would still represent the lowest price.

⁹ Actually, our own recalculation indicates that Greenlee would be \$225,670,948.66 less expensive. The discrepancy results from a typographical error in the agency spreadsheet in the raw cost figure for working hours partition work in the option years for Adams-Brown. Our recalculation used the correct figure (which is shown elsewhere in six locations in the agency's spreadsheet).

¹⁰ As noted above, it is not clear on this record whether the agency intended to use procedures for negotiated acquisition or for sealed bidding. The analysis in this decision is based on the more deferential standard employed for negotiated acquisitions. Since the agency's explanation does not satisfy that standard, it clearly would not meet the "cogent and compelling" standard for cancellation applicable to sealed bidding. Nidek, Inc., B-272255, Sept. 11, 1996, 96-2 CPD ¶ 112 at 3.

Here, we see no basis for GSA's decision to cancel the SFO. The agency has been unable to articulate how the alleged difference between the "price" and "percentage" methodologies supports its position that Greenlee may not have submitted the lowest price under this SFO. The two analyses GSA has provided in the record were both so flawed as to provide no support for the agency's position. First, GSA apparently relied on an analysis applying the offerors' base year discounts to a single \$8.63 item under partition work. That analysis was not representative of the work to be performed because it was based only on base year discounts and ignored the asbestos work required under the SFO. GSA's second analysis relied on a split between the partition and asbestos work that was grossly inconsistent with the split specified in the SFO. Even if we assume that there is a difference between a price-based methodology and a percentage-based one under the SFO, the agency has not furnished a reasonable price analysis to support the conclusion that the protester was not the lowest-priced offeror under either of those methodologies. Since the agency justified cancellation only on a claim that the two methodologies generated different results, and that claim was unsupported, the agency has failed to provide any basis for the cancellation.

The protest is sustained.

We recommend that if the agency has not yet terminated the award to Adams-Brown, as the agency proposed to do in announcing corrective action, it should terminate that contract. If the agency has already canceled the solicitation, it should reinstate the solicitation. In any event, if the agency finds the protester otherwise eligible for award, the agency should make award to the protester as the firm that submitted the lowest-priced offer. We further recommend that Greenlee be reimbursed its costs of filing and pursuing this protest, including reasonable attorneys' fees. Bid Protest Regulations, 4 C.F.R. § 21.8(d)(1) (2004). The protester should submit its certified claim for such costs, detailing the time expended and costs incurred, directly to the agency within 60 days of receipt of this decision. 4 C.F.R. § 21.8(f)(1).

Anthony H. Gamboa
General Counsel